

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

ROBERT J. LA ROCCO,  
Lawyer (Bar No. 42536).

Supreme Court No. \_\_\_\_\_

DECLARATION OF  
INGRID PARKHURST

I, Ingrid Parkhurst, declare and state:

1. I am over the age of 18 years of age and am competent to testify if called as a witness in these proceedings. I make the statements in this declaration from my personal knowledge.

2. I am an 80 year old widow.

3. After my husband passed away, I found it difficult to pay my credit card bills.

4. In early 2016, I met with lawyer Robert La Rocco.

5. I explained my financial situation to Mr. La Rocco, including the fact that I carried a lot of credit card debt. Mr. La Rocco advised me to stop paying my credit card bills.

6. Mr. La Rocco agreed to handle a chapter 7 bankruptcy proceeding for me for a flat fee of \$1600. Mr. La Rocco told me that it would take approximately four months to complete the bankruptcy.

7. In April 2016, I paid Mr. La Rocco \$1600.

8. In April 2016, I signed a written fee agreement indicating that the fee paid for services included preparation and filing of a chapter 7 bankruptcy petition. A copy of the Legal Representation Agreement I signed is attached as Exhibit A to this declaration.

9. By May 2016, I had completed all of the necessary paperwork for the bankruptcy and provided it to Mr. La Rocco's office.

10. In May 2016, Mr. La Rocco told me that I would not hear from him for approximately two months.

11. After two months had passed, I started to call Mr. La Rocco's office to ascertain the status of my bankruptcy. I called Mr. La Rocco repeatedly for months, leaving at least ten messages, but Mr. La Rocco did not return my calls.

12. In November 2016, I called Mr. La Rocco's office and spoke to Mr. La Rocco. I asked Mr. La Rocco about the status of my bankruptcy. Mr. La Rocco told me that everything was fine, and that it would take another couple of months before the bankruptcy was final.

13. I did not hear further from Mr. La Rocco.

14. Beginning in 2017, I called Mr. La Rocco and left a message at least once a month.

15. During March 2017, I called Mr. La Rocco every day for a week and left a message each time.

16. The messages I left for Mr. La Rocco were detailed, and included the fact that I could not apply for subsidized housing while the bankruptcy proceedings were pending.

17. In March 2017, I drove to Mr. La Rocco's office on Lakeway Drive in an attempt to speak to Mr. La Rocco about the status of my bankruptcy. When I arrived, I learned that Mr. La Rocco had vacated the office.

18. In March 2017, I learned of, and travelled to, another address for Mr. La Rocco (on Maplewood). When I arrived, I learned that this address was a mailbox rental only.

19. In March 2017, I learned of, and travelled, to a third address for Mr. La Rocco (in the Regus Building). When I arrived, the man at the reception desk of the Regus Building told me that Mr. La Rocco "was never in the office."

20. In March 2017, I returned to the Regus Building to leave a letter for Mr. La Rocco. However, the man at the reception desk refused to accept the letter because Mr. La Rocco "had not paid his rent."

21. I hired another lawyer to represent me in the bankruptcy. My new lawyer informed me that Mr. La Rocco had never filed the bankruptcy petition on my behalf, and that Mr. La Rocco had been suspended from practicing before the bankruptcy court.

22. Because I followed Mr. La Rocco's advice and stopped paying my credit card bills, I began to receive collection calls from my creditors. Each time I received a call from a creditor, I would inform them that I was represented by Mr. La Rocco, and I would provide them with Mr. La Rocco's phone number. Several of my creditors complained that Mr. La Rocco could not be reached by phone.

23. On March 29, 2017, I filed a grievance against Mr. La Rocco with the Washington State Bar Association.

24. Mr. La Rocco has never returned the \$1600 I paid him.

25. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

*Bellingham Wash.*  
*9/19/17*  
\_\_\_\_\_  
Date & Place

*Ingrid Parkhurst*  
\_\_\_\_\_  
Ingrid Parkhurst

# EXHIBIT A

# THE LA ROCCO LAW FIRM

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## Legal Representation Agreement – Bankruptcy Chapter 07

This letter is to confirm in writing the agreement that you, Ignacio P. Perkhun (Client), and I, Robert Joseph La Rocco (Attorney), reached on 04-27-16, regarding the representation in a bankruptcy proceeding under Chapter 7 of the Bankruptcy Court.

### The representation includes:

1. One Free consultation.
2. Analysis of your financial situation.
3. Preparation of the Voluntary Petition.
4. Preparation of the Chapter 13 Plan (if applicable).
5. Compilation and submission of the documents required under LBR 4002.
6. One Free Attendance of the Meeting of Creditors ("341 Hearing").
7. Submission of the Pre-Filing Counseling Certificates.
8. Submission of the Pre-Discharge Counseling Certificate.
9. Compilation and submission of any additional documents as requested by the trustee.
10. Attendance of the Plan Confirmation Hearing (if applicable)
11. Court Filing Fee.

### The flat-fee representation does not include:

1. Compilation and submission of additional creditor's or assets not listed in the original filing.
2. Continuance on the 341 hearing due to missing documents or non-attendance.
3. Follow-up consultations with the Attorney.

Representation: This agreement shall describe the rights and responsibilities between the Attorney and the Client. The Client authorizes the Attorney to engage in legal representation that the Attorney believes is reasonably necessary and proper. The Attorney will make reasonable efforts to communicate to the Client any and all decisions made and the progress of this case. The Client agrees to promptly notify the Attorney in writing regarding any changes regarding the Client's address, phone number, employment

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ROBERT JOSEPH LA ROCCO, ESQ.  
ATTORNEY AND COUNSELOR AT LAW

1313 E. MAPLE STREET  
SUITE 201-531  
BELLINGHAM WA 98225

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ROBERT@LAROCCOLAW.US

and circumstances during the course of the representation. The Client must promptly complete and return all papers, such as requests for documents, declarations and other materials related to the case.

Attorney Fees: The Client understands that a fixed fee of \$1,600 shall be paid by the Client to the Attorney for legal services rendered under this contract. The fixed fee shall be paid in its entirety before the matter can start and the bankruptcy can be filed with the Bankruptcy Court. A flat fee is considered earned when it is paid. A flat fee is not deposited into a trust account, but is deposited into the La Rocco Law Firm's operating account. A flat fee is not refundable unless no work has been done in this representation. The Client will not be billed as the case progresses, and will not receive invoices and account statements as the case progresses.

The Client understand that the legal representation fee is based not only on the complexity of the case but also on the experience and expertise of the Attorney in handling such matters, and on the fact that this case will require this law office to set aside a considerable block of time to protect your interest.

The Attorney understands that someone other than the Client may pay all or part of the attorney fee, however, acceptance of payment from others does not waive the attorney-client privilege. The Attorney's duty of loyalty and confidence to the Client will not be violated.

The Client understands and agrees that some of the work relating to the matter may be performed by contract attorney's, law clerks, paralegal assistants, and other persons the Attorney employs and that such work is included in the legal representation fee set forth by this agreement.

Costs and Expenses: Costs and expenses refer to the charges incurred, which relate to the Client's case in addition to attorney's fees. Costs will include: court filing fees, credit counseling classes, investigative costs, expert witnesses, and witness fees. Costs incurred will be exclusive of the flat fee set forth in this agreement. All costs and expenses will be your sole responsibility.

In the event that someone other than Client pays all or part of the attorney fee, acceptance of payment from others does not waive the attorney-client privilege. The Attorney's duty to the Client of loyalty and confidence will not be violated.

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Disclaimer: The Client understands that the Attorney cannot make, and has not made, any guarantees or warranties regarding the disposition or outcome of the Client's case. The only guarantee the Attorney can make is that the Attorney will diligently seek to protect the Client's rights and that the Client will receive the best possible representation the Attorney can offer. Any words, statements, or advice by the Attorney are opinions only.

Client Cooperation: The Client fully understands that his/her cooperation in this case is essential. The Client agrees to accurately present the facts to the Attorney, and to inform the Attorney of any changes in address, telephone number, employment, or any other material circumstances which may have an effect on the Client's case. The Client further agrees that the Client will provide and return the requested information and documents as soon as reasonably possible. The Client will promptly meet with the Attorney when it was requested. The Client will also cooperate and comply with court orders associated with this case.

Termination: The Client authorizes the Attorney to withdraw effective immediately from representing the Client in this matter (regardless of whether there is a deposition, hearing, mediation, arbitration, and/or trial set) in the event the Client breaches any provision of this agreement or fails to promptly remit payment for all services rendered and costs incurred. In the event of withdrawal or termination, the Client agrees to promptly remit payment for all fees then accrued together with reimbursed costs and late fees, if any.

Cost of Collection & Venue: The Client shall pay reasonable attorney's fees and all costs of collecting the Client's unpaid account balance. The attorney's fees shall be calculated at \$270 per hour. Collection costs shall be paid whether incurred by a collection agent or as a result of legal action by or on behalf of the Attorney. The Client agrees that the Whatcom County District Court or Whatcom County Superior Court shall be a proper venue for a collection law suit. The Client agrees that the Attorney shall have a lien on any and all causes of action, proceeds, and judgments for the sums due to the Attorney for fees, costs and disbursements.

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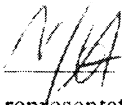
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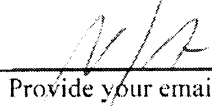


Record Keeping: The La Rocco Law Firm uses technology to provide cost-effective, fast and personal service to all clients. All file material, where possible, are stored electronically. The Client is encouraged to use email to stay in contact with the Attorney.

All files are scanned and stored in electronic PDF format. All hard-copy (paper) files must be picked up within four (4) weeks after the Attorney received them or these papers will be destroyed. All client files are stored at the firms' expense for a period up to one (1) year following termination of the Attorney's representation and may thereafter destroy some without further notice to the Client. In addition, the Law Rocco Law Firm will store all relevant PDF files relating to property of the Client that the Attorney held in trust for a period of five (5) years and may thereafter destroy same without further notice to the Client. The Client may request in writing that the Attorney holds available to the Client or a designee any PDF files in the Attorney's possession. Within seven (7) days of receipt of such request, the Attorney shall make electronic (not hard-copy) files available for pick-up at the Attorney's office.

E-Mail Communication Authorization: The Attorney has found that communications with the Client, opposing counsel and others are greatly facilitated by the use of e-mails. Unfortunately, the La Rocco Law Firm cannot rule out the interception of information contained in e-mails by those misusing the resources of the Internet. Using e-mail communication therefore poses some risk. Accordingly, in order for the Attorney to utilize the Internet for e-mail communication in connection with the Client's case, the Attorney requires that each client specifically authorizes the Attorney to do so. The Client will provide the Attorney with a reliable and secure e-mail address in order to facilitate the transfer of documents and communications.

 I approve the use of e-mail communication by the La Rocco Law Firm in connection with their representation of my case.

  
Provide your email address here

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Electronic Signatures: The Attorney and the Client agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Furthermore, the Attorney and the Client agree that the terms of this agreement may be proven through an electronic facsimile; including a scanned electronic copy in Portable Document Format ("PDF") or other digital format, and that no "original" hard-copy document shall be retained by the La Rocco Law Firm to prove the terms of this agreement.

Full Agreement: This document is the full and entire agreement between the Client and the Attorney.

**Signatures (manual or digital):**

I acknowledge that I have read the foregoing paragraphs regarding attorney's fees, costs and the need to cooperate with the La Rocco Law Firm with respect to my case. I further acknowledge that I have discussed the issue of fees and costs with a representative of the La Rocco Law Firm and that I have been provided answers to any questions I had. I understand and I agree to fulfill the employment conditions as addressed in the agreement.

This agreement has been made in, and is governed by the laws of, the State of Washington.

I understand the terms of the fee agreement set forth above, and I agree to them.

Date Signed:

/s/ Robert Joseph La Rocco

Robert Joseph La Rocco, WSBA 42536

Date Signed:

Ingrid P. Perkhunt

Client Signature

I

Print your Name here

ROBERT JOSEPH LA ROCCO, ESQ.

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# WASHINGTON STATE BAR ASSOCIATION

September 26, 2017 - 3:02 PM

## Filing Attorney Discipline

### Transmittal Information

**Filed with Court:** Supreme Court

**Appellate Court Case Number:** Case Initiation

**Trial Court Case Title:**

#### The following documents have been uploaded:

- ATD\_Affidavit\_Declaration\_20170926145753SC166903\_1095.pdf  
This File Contains:  
Affidavit/Declaration - Other  
*The Original File Name was Declaration of Ingrid Parkhurst.PDF*

#### A copy of the uploaded files will be sent to:

- allisons@wsba.org
- attorney@laroccolaw.us
- francescad@wsba.org

#### Comments:

In re Robert Joseph La Rocco. Declaration of Ingrid Parkhurst.

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Sender Name: Carol Kinn - Email: carolk@wsba.org

Address:

1325 4th Avenue

Suite 600

Seattle, WA, 98101

Phone: (206) 727-8291

**Note: The Filing Id is 20170926145753SC166903**